

900458393 07/16/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481972

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lebhar-Friedman, Inc.		06/28/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	EnsembleIQ, Inc.		
Street Address:	8850 West Bryn Mawr		
Internal Address:	Suite 200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60631		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	0246953	CHAIN STORE AGE	
Registration Number:	1126281	DRUG STORE NEWS	
Registration Number:	1133342	SPECS	
Registration Number:	2482131	DRUG STORE NEWS	
Registration Number:	1807435	DRUG STORE NEWS	
Registration Number:	4482732	RESIDENTIAL BUILDING PRODUCTS AND TECHNO	
Registration Number:	4482733	RESIDENTIAL BUILDING PRODUCTS AND TECHNO	
Registration Number:	1906901	PRO DEALER	
Registration Number:	4938676	HARDWARE+BUILDING SUPPLY DEALER	
Registration Number:	4980924	RETAILING TODAY	
Registration Number:	5071015	CHAIN STORE AGE CSA	
Registration Number:	5076687	PRODEALER INDUSTRY SUMMIT	
Registration Number:	5102903	PRO DEALER	
Registration Number:	5167563	HBS DEALER	
CORRESPONDENCE DATA			
Fax Number:	8049167271		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			

CH \$365.00 0246953

Phone: 804.916.7161
Email: trademarksri@leclairryan.com
Correspondent Name: Janet W. Cho, LeClairRyan
Address Line 1: 919 East Main Street
Address Line 2: Twenty-Fourth Floor
Address Line 4: Richmond, VIRGINIA 23219

ATTORNEY DOCKET NUMBER:	58195.0002
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NAME OF SUBMITTER:	Janet W. Cho
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SIGNATURE:	/Janet W. Cho/
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DATE SIGNED:	07/16/2018
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Total Attachments: 7

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated June 28, 2018 (this "Assignment"), is entered into by and between Lebhar-Friedman, Inc., a New York corporation ("Assignor"), and EnsembleIQ, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the trademarks within the Purchased Assets (as defined in the Asset Purchase Agreement by and between Assignor and Assignee, dated June 28, 2018 (the "Asset Purchase Agreement")) set forth on Schedule A attached hereto, including without limitation the trademarks registrations set forth on Schedule A (the "Assigned Marks"), and of all of the goodwill of the Business (as defined in the Asset Purchase Agreement) appurtenant thereto; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee is acquiring the Assigned Marks from Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to Assignee, all of Assignor's right, title and interest in, to and under the Assigned Marks, together with the goodwill of Assignor's business associated therewith, including, without limitation all of the rights in damages for past, present and future infringement of the Assigned Marks.
2. Recordation. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to record ownership of the Assigned Marks as the property of Assignee.
3. Future Cooperation. Assignor further agrees to execute and deliver such additional assignments and other documents, and, at Assignee's sole expense, take such other actions as may be reasonably required to confirm, perfect or evidence more clearly the assignment of the Assigned Marks to Assignee, free and clear of all liens.
4. Terms of the Purchase Agreement. This Assignment is being delivered pursuant to, and is subject to and has the benefit of, the representations, warranties, conditions, limitations, covenants, agreements and indemnities set forth in the Asset Purchase Agreement. Nothing contained in this Assignment shall expand, reduce, modify or waive any rights or obligations of the parties under the Asset Purchase Agreement. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would result in the application of the laws of any other jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereof have caused this Assignment to be executed as of the date first written above by their respective authorized representatives.

ASSIGNOR:

LEBHAR-FRIEDMAN, INC.

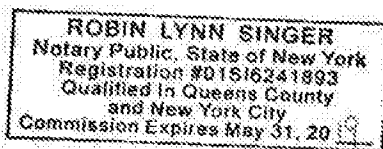
By: [Signature]
Name: Randall S. Friedman
Title: President & CEO

ACKNOWLEDGMENT

STATE OF NY, COUNTY OF NY

On June 27, 2018, before me, the undersigned notary public, personally appeared Randall S. Friedman, who proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he or she signed it voluntarily for its stated purpose.

Notary Public: [Signature]
Print Name: Robin Lynn Singer
My Commission Expires: May 31, 2019



Trademark Assignment

IN WITNESS WHEREOF, the parties herof have caused this Assignment to be executed as of the date first written above by their respective authorized representatives.

ASSIGNEE:

ENSEMBLEID, INC.

By: 

Name: David Shanker

Title: Chief Executive Officer

ACKNOWLEDGMENT

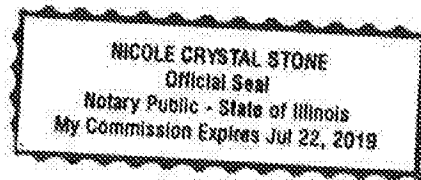
STATE OF Illinois, COUNTY OF Cook

On June 26, 2018, before me, the undersigned notary public, personally appeared David Shanker, who proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he or she signed it voluntarily for its stated purpose.

Notary Public: 

Print Name: Nicole Crystal Stone

My Commission Expires: 7/22/2019



Trademark Assignment

SCHEDULE A

See attached.

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Trademark Registrations

TRADEMARK	STATUS	JURISDICTION	REGISTRATION NUMBER	NEXT RENEWAL DUE
CHAIN STORE AGE	Registered	United States of America	246,953	18-Sep-2018
HOME CHANNEL NEWS	Registered	Canada	TMA596,411	03-Dec-2018
FOOD RETAILING TODAY	Registered	Canada	TMA609,716	07-May-2019
DRUG STORE NEWS	Registered	United States of America	1,126,281	23-Oct-2019
SPECS	Registered	United States of America	1,133,342	15-Apr-2020
DRUG STORE NEWS	Registered	United States of America	2,482,131	28-Aug-2021
CHAIN STORE AGE	Registered	Japan	5604051	02-Aug-2023
DRUG STORE NEWS RX and Design	Registered	United States of America	1,807,435	30-Nov-2023
RESIDENTIAL BUILDING PRODUCTS AND TECHNOLOGY	Registered	United States of America	4,482,732	11-Feb-2024
RESIDENTIAL BUILDING PRODUCTS AND TECHNOLOGY AND DESIGN	Registered	United States of America	4,482,733	11-Feb-2024
PRO DEALER	Registered	United States of America	1,906,901	18-Jul-2025
PEOPLE TALK	Registered	Canada	TMA772367	19-Jul-2025
FRANCHISE FOCUS	Registered	Canada	TMA780637	26-Oct-2025
SITE TALK	Registered	Canada	TMA785952	23-Dec-2025
HARDWARE + BUILDING SUPPLY DEALER	Registered	United States of America	4,938,676	12-Apr-2026

TRADEMARK	STATUS	JURISDICTION	REGISTRATION NUMBER	NEXT RENEWAL DUE
RETAILING TODAY	Registered	United States of America	4,980,924	21-Jun-2026
CHAIN STORE AGE CSA	Registered	United States of America	5,071,015	01-Nov-2026
PRODEALER INDUSTRY SUMMIT	Registered	United States of America	5,076,687	08-Nov-2026
PRO DEALER	Registered	United States of America	5,102,903	20-Dec-2026
HBS DEALER	Registered	United States of America	5,167,563	21-Mar-2027
CHAIN STORE AGE	Registered	Canada	TMA480,814	18-Aug-2027
DRUG STORE NEWS	Registered	Canada	TMA485,991	20-Nov-2027